

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Pillsbury Winthrop Shaw Pittman LLP 50 Fremont Street San Francisco, CA 94105-2228	2. Registration No. 5198
3. Name of Foreign Principal Government of the Republic of Korea	4. Principal Address of Foreign Principal 2450 Massachusetts Ave., N.W. Washington, D.C. 20008
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Committee <input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group <input type="checkbox"/> Association <input type="checkbox"/> Other (<i>specify</i>) _____ <input type="checkbox"/> Individual-State nationality _____	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Political Section of the Embassy of the Republic of Korea b) Name and title of official with whom registrant deals Sangwook Ham, Counselor	
7. If the foreign principal is a foreign political party, state: a) Principal address N/A b) Name and title of official with whom registrant deals N/A c) Principal aim N/A	

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A November 10, 2011	Name and Title Stephan E. Becker, Partner	Signature /s/ Stephan E. Becker	eSigned
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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Pillsbury Winthrop Shaw Pittman LLP	2. Registration No. 5198
3. Name of Foreign Principal Government of the Republic of Korea	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide, on an ongoing basis, legal advice and representation regarding negotiation of a new Agreement for Cooperation with the United States Concerning Peaceful Uses of Nuclear Energy.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant's services shall include advising the Government of the Republic of Korea regarding, drafting and negotiation of a new Agreement for Cooperation with the United States Concerning Peaceful Uses of Nuclear Energy.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may include communications on behalf of the foreign principal with relevant Executive Branch and Legislative Branch offices regarding issues of interest to the Government of the Republic of Korea.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
November 10, 2011	Stephan E. Becker	/s/ Stephan E. Becker eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



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James A. Glasgow
tel 202.663.9200
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October 20, 2011

Sangwook Ham
Counselor
Political Section
Embassy of the Republic of Korea
2450 Massachusetts Ave., N.W.
Washington, D.C. 20008

Dear Mr. Ham:

We are pleased that the Government of the Republic of Korea ("ROK Government") has selected Pillsbury Winthrop Shaw Pittman LLP as legal counsel to represent the ROK Government with respect to the matter identified below. The purpose of this letter is to set forth the terms and conditions of our representation and the basis for the fees to be charged.

1. NATURE OF THE ENGAGEMENT.

The Political Section of the Embassy of the Republic of Korea has requested that we represent the ROK Government with respect to negotiation of a proposed Agreement for Cooperation between the Government of the ROK and the Government of the United States Concerning Peaceful Uses of Nuclear Energy ("123 Agreement").

The ROK Government hereby gives us permission, to the extent that our work for the ROK Government becomes public, to list the ROK Government in our marketing materials as a client and to briefly note the matters on which we have represented the ROK Government. By granting us this permission, the ROK Government does not waive our continuing obligation to continue to maintain the confidentiality of confidential information and documents that we have received from the ROK Government and that the ROK Government may provide to us in the future.

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2. BILLING POLICIES AND PROCEDURES.

Based on the scope of work we have discussed, we have agreed to a monthly retainer of \$30,000 per month commencing in October – date of signature 2011 and ending on December 30, 2011, renewable thereafter by mutual agreement on a six-month basis, through the signing of the 123 Agreement by ROK and U.S. representatives, following approval by the US President.

Please understand that timely payments of our statements are important to the firm and a critical part of our engagement.

If at any time you wish to discuss any matter relating to our billing policies or a specific billing statement, we encourage you to communicate with us.

3. CONFLICT OF INTEREST.

We have performed a conflict-of-interest review and determined that we do not represent any current client adverse to the ROK Government in any matter, and have not represented any client in the past adverse to the ROK Government on a matter that is substantially related to the current engagement for the ROK Government.

4. ADVANCE CONFLICT WAIVER.

As the ROK Government knows, the Firm represents many different clients with diverse interests. Many of our clients compete with one another and do business with one another. We are precluded by the Rules of Professional Conduct and Code of Professional Responsibility, however, from representing a client in a matter in which the client's interests are adverse to the interests of another client of the firm, absent the written consent of both clients. In the future, we may be asked to represent another client in a transaction or dispute adverse to the ROK Government, where that transaction or dispute is unrelated to the matter involved in our representation of the ROK Government. For that circumstance, we ask that the ROK Government give us advance consent at this time to any such representation and that the ROK Government waive any conflicts that such a representation would present.

The ROK Government execution of this engagement letter constitutes the ROK Government's consent to the advance waiver described above. We will at all times preserve all the ROK Government confidences and secrets as the applicable Rules of Professional Conduct and Code of Professional Responsibility require, and this advance conflict waiver does not affect that obligation.

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5. TERMINATION.

The ROK Government may terminate our representation at any time, with or without cause, by providing written notice to us. In that circumstance, the ROK Government papers and any of the ROK Government other property will be returned promptly upon our receipt of a written request from the ROK Government for their return.

The ROK Government termination of our engagement will not affect the ROK Government responsibility for payment for legal services rendered and other charges incurred prior to termination or in connection with a transition of the matter to other counsel. At our own expense, we may retain a copy of all files, records and documents involving the matter.

We have the right to withdraw from our representation of the ROK Government subject to any applicable professional responsibility rules by providing a 30-day written notice to the ROK Government. Certain circumstances may require us to withdraw from continuing to represent a client. We will identify in advance and discuss with the ROK Government any situation that might require or lead to our withdrawal from representation.

6. ARBITRATION OF DISPUTES.

If the ROK Government disagrees with the amount of our fees or other charges at any time, or if the ROK Government has any concern as to any other matter related to or arising out of our engagement, including the nature and quality of our services, please discuss any such questions or concerns with us. Typically, such questions or concerns can be resolved to the satisfaction of both parties with little inconvenience or formality. In the event any dispute cannot be resolved informally, the ROK Government agrees to resolve any and all disputes with the Firm, or with any of our lawyers or staff arising from or relating to our work for the ROK Government, including but not limited to disputes over fees and charges, exclusively through private and confidential binding arbitration before the American Arbitration Association, under the rules for commercial disputes, before one neutral arbitrator for any dispute where the claim is less than \$100,000, or before three neutral arbitrators for any larger dispute.

7. RETURN OF FILES AND OTHER MATERIALS AT COMPLETION OF ENGAGEMENT.

At the completion of this engagement, the ROK Government may request the return of any client papers, files and other property in our possession. Such a request should be made in writing. In working on the engagement, we will preserve communications

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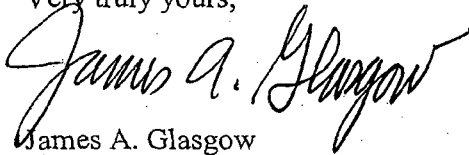
and documents in either hard-copy or electronic form, depending on the circumstances. If the ROK Government does not request the return of such materials, we will maintain them only for a period of five (5) years, after which time the ROK Government agrees that we may dispose of them. Prior to disposal of such materials, we will advise the ROK Government in writing, at the last known address in our files, of our intent to do so and give the ROK Government an opportunity to request the materials if the ROK Government so desires. Any disposal will be made in a confidential manner. The ROK Government agrees to pay for all time and costs related to identification, review and return to the ROK Government of any materials. At our sole discretion and expense, we may make and keep a copy of any materials being returned to the ROK Government.

8. REVIEW AND RETURN OF LETTER.

We ask that the ROK Government review this letter carefully and let us know if there is any provision that the ROK Government does not understand. If the terms of this letter are acceptable, please sign the enclosed copy of this letter and return it to me. We recommend that the ROK Government keep a signed copy of this letter in its files. If the ROK Government has questions or concerns about any aspect of our services or the relationship at any time, please do not hesitate to contact me.

We are pleased to have this opportunity to be of service and look forward to working with the ROK Government on this engagement.

Very truly yours,


James A. Glasgow

Accepted and agreed to:

By Ham Sang Wook
Name: Sang Wook Ham
Title: Counselor
Date: Oct. 21, 2011